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CIVIL ACTION NO. 04-12629-RWZ  
U.S. DISTRICT CO  
DISTRICT OF MAS

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

USGEN NEW ENGLAND, INC., a  
Subsidiary of NATIONAL ENERGY &  
GAS & GAS TRANSMISSION, INC.,  
f/k/a PG&E NATIONAL ENERGY  
GROUP, INC.,

Plaintiff,

v.

BENTLY NEVADA, LLC, f/k/a BENTLY  
NEVADA CORPORATION, LLC and  
BENTLY PRESSURIZED BEARING  
COMPANY, f/k/a BENTLY NEVADA  
CORPORATION,

Defendants

**AFFIDAVIT OF BRIAN C. PALMER**

I, Brian C. Palmer, being duly sworn, do hereby depose and state as follows upon my own personal knowledge and upon the books and records of Bently Nevada LLC, which are kept in and as part of the usual and ordinary course of business:

1. I am President of Bently Nevada LLC (the "LLC").
2. The LLC is a limited liability company formed in Delaware and having a principal place of business in Nevada.
3. The sole member of the LLC is General Electric Company ("GE").
4. GE is a New York corporation with a principal place of business in Fairfield, Connecticut.
5. On January 23, 2002, GE purchased the assets of Bently Nevada Corporation, now known as Bently Pressurized Bearing Co. ("Bently Nevada") and transferred these assets to the LLC, which was formed for the purpose of receiving such assets.

6. Bently Nevada maintained liability for all of its assets, including contracts, up to and through January 23, 2002.

7. The LLC, on the other hand, had no assets and no liabilities until after January 23, 2002.

8. I have read and am familiar with the Complaint of USGen New England, Inc. ("Plaintiff") in the above-captioned matter. The Plaintiff's cause of action arises out of a contract in 2001 for parts and services related to the installation of a machinery protection system and machinery management system on a turbine generator at Salem Harbor Station in Salem, Massachusetts (the "Contract").

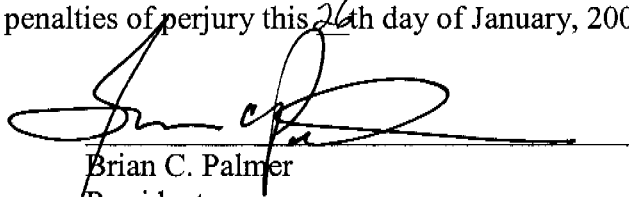
9. Bently Nevada, not the LLC, was a party to the Contract from which the Plaintiff's cause of action arises.

10. Bently Nevada issued a quotation for the parts and services required to perform the tasks set forth in the Contract. Bently Nevada received a purchase order from the Plaintiff dated August 23, 2001 to provide the parts and services for said project. Bently Nevada performed the work as requested in the purchase order on or about November, 2001. The Plaintiff subsequently issued demand letters to Bently Nevada seeking compensation for damages allegedly arising from the parts and services provided by Bently Nevada.

11. The LLC did not exist until after the cause of action set forth in the Complaint accrued. The LLC did not issue any quotation to the Plaintiff; did not receive any purchase order from the Plaintiff; did not contract with the Plaintiff; and did not provide any parts or services to the Plaintiff.

12. Since Bently Nevada, which is also a party to this action, maintained liability for all contracts entered into and performed prior to January 23, 2002, the LLC, although named as a Defendant, has no real connection to the controversy.

Signed and sworn under the pains and penalties of perjury this 26th day of January, 2005.




Brian C. Palmer  
President  
Bently Nevada LLC  
1631 Bently Parkway South,  
Minden, Nevada 89423

STATE OF NEVADA

January 26 2005

On this date, before me, the undersigned notary public, personally appeared Brian C. Palmer, President of Bently Nevada, LLC, proved to me through satisfactory evidence of identification, which he is personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

 , Notary Public

My commission expires: 10 July 2006.

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